

Bristol Boat Company and JC-DC Operations Inc. d/b/a Bristol Yacht and Marine Service Company, its alter ego and United Steelworkers of America, AFL-CIO, CLC Local Union 16031-14. Cases 1-CA-29449(2) and 1-CA-29732

July 13, 1994

SUPPLEMENTAL DECISION AND ORDER

BY CHAIRMAN GOULD AND MEMBERS STEPHENS
AND DEVANEY

On September 30, 1992, and January 19, 1993, respectively, the National Labor Relations Board issued Decisions and Orders in the above cases,¹ *inter alia*, ordering Bristol Boat Company to remit to the Union any dues deducted from the employees' wages since December 1991 as required by article 3.1 of the agreement; and to reinstate the employees' health insurance premiums as required by article XVI of the agreement and make whole employees for any expenses they may have incurred as a result of the Respondent's failure to do so since about August or September 1992 in violation of the National Labor Relations Act. On March 9 and April 27, 1993, respectively, the United States Court of Appeals for the First Circuit entered judgments enforcing the Board's Orders.

Controversies having arisen over whether JC-DC Operations Inc. d/b/a Bristol Yacht and Marine Service Company (Respondent Bristol Yacht) is an alter ego to Bristol Boat Company, and as to the liability of Respondent Bristol Yacht to fulfill the remedial obligations of the Board's Orders, as enforced, and over the amount of moneys owed by the Respondents singly and/or jointly, on February 28, 1994, the Regional Director for Region 1 issued an order consolidating cases, consolidated compliance specification, and notice of hearing alleging the amounts due under the Board's Orders, and notifying the Respondents that they should file a timely answer complying with the Board's Rules and Regulations. Although properly served with a copy of the consolidated compliance specification, the Respondents failed to file an answer.

By letter dated March 28, 1994, the General Counsel advised the Respondents that no answer to the consolidated compliance specification had been received and that unless an appropriate answer was filed by close of business on April 18, 1994, summary judgment would be sought. The Respondents filed no answer.

On June 6, 1994, the General Counsel filed with the Board a Motion to Transfer Proceeding to the Board and for Summary Judgment, with exhibits attached. On June 9, 1994, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Re-

spondents again filed no response. The allegations in the motion and in the consolidated compliance specification are therefore undisputed.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Ruling on the Motion for Summary Judgment

Section 102.56(a) of the Board's Rules and Regulations provides that the Respondent shall file an answer within 21 days from service of a compliance specification. Section 102.56(c) of the Board's Rules and Regulations states:

If the respondent fails to file any answer to the specification within the time prescribed by this section, the Board may, either with or without taking evidence in support of the allegations of the specification and without further notice to the respondent, find the specification to be true and enter such order as may be appropriate.

According to the uncontroverted allegations of the Motion for Summary Judgment, the Respondents, despite having been advised of the filing requirements, have failed to file an answer to the consolidated compliance specification. In the absence of good cause being shown for the Respondents' failure to file an answer, we deem the allegations in the consolidated compliance specification to be admitted as true, and grant the General Counsel's Motion for Summary Judgment. Accordingly, we conclude that the dues and employee medical expenses owed are as stated in the consolidated compliance specification and we will order payment by the Respondents, singly and/or jointly, of the amounts to the Union and discriminatees, plus interest accrued on the amounts to the date of payment.

FINDINGS OF FACT

At all material times, until about February 1993, Respondent Bristol Boat, a corporation with an office and place of business located at Poppasquash Road, Bristol, Rhode Island, was engaged in the manufacture and repair of boats.

Since about February 1993, Respondent Bristol Yacht, a corporation with an office and place of business at Poppasquash Road, Bristol, Rhode Island, has been engaged in the manufacture and repair of boats.

Since about February 1993, Respondent Bristol Yacht acquired the business of Respondent Bristol Boat, and since then has continued to operate the business of Bristol Boat in basically unchanged form, and has employed as a majority of its employees individuals who were previously employees of Bristol Boat.

At all material times, Respondents have had substantially identical ownership, officers, management, busi-

¹ 308 NLRB No. 169 and 310 NLRB No. 26 (not reported in Board volumes).

ness purpose, customers, suppliers, work force, operations, and the same premises and facilities.

Based on the foregoing, Respondent Bristol Yacht has been and is an alter ego of Respondent Bristol Boat.

ORDER

The National Labor Relations Board orders that the Respondents, Bristol Boat Company and JC-DC Operations Inc. d/b/a Bristol Yacht and Marine Service Company, its alter ego, Bristol, Rhode Island, their of-

ficers, agents, successors, and assigns, shall make whole United Steelworkers of America, AFL-CIO, CLC Local Union 16031-14 and the individuals named below, by paying them the following amounts, plus interest:

Union Dues: \$3,071.61

Out-of-Pocket Medical Expenses:

Antonio A. Ferro	3,260.62
Clifford A. Franke	720.00
Jose A. Melo	764.00